

Zoning Regulation Amendment Request Form

Howard County
Comprehensive Zoning Plan
Department of Planning and Zoning

[Word 2007 Version]
Before filling out this form, please read the
Instructions section at the end of the form.

A. Applicant Information

- 1 Applicant Name Jessup Rock, LLC
- 2 Mailing street address or Post Office Box 6800 Deerpath Road
City, State Elkridge, Maryland
ZIP Code 21075
Telephone (Main) 410-579-2442 (Mark Levy)
Telephone (Secondary)
Fax
3 E-Mail amnimal@aol.com

B. Representative Information (If different than above).

- 4 Name Talkin & Oh, LLP
Mailing street address or Post Office Box 5100 Dorsey Hall Drive
City, State Ellicott City, Maryland
ZIP 21042
Telephone (Main) 410-964-0300 (Sang Oh)
Telephone (Secondary)
Fax 410-964-2008
E-Mail soh@talkin-oh.com
- 5 Association with Applicant Attorneys

C. Brief Description of the Requested Zoning Regulation Amendment

- 6 To delete Section 127.2.E.5.d of the Zoning Regulations, which requires a transitional mobile home park to cease operation at the end of fifteen years after the first use and occupancy permit is issued for a mobile home in the park, and to amend the definition of transitional mobile home park.



D. Explanation of the Basis / Justification for the Requested Zoning Regulation Amendment

- 7 The Petitioner is the owner of a transitional mobile home park known as Aladdin South, located to the east of the intersection of Route 1 and Mission Road. The CE regulations sought to be amended through this petition were specifically enacted for this mobile home park.

It was originally anticipated that Aladdin South would be a temporary development. Section 127.2.E.5.d of the Zoning Regulations was drafted in accordance with that belief, requiring that a transitional mobile home park cease its operations at the end of fifteen years after the first use and occupancy permit is issued for a mobile home in the park. Currently, however, the mobile home park has become an established and successful community. The purpose of this proposed regulations amendment is to ensure that current residents of Aladdin South will not be forced from their homes due to the imposition of an arbitrary time limitation on the mobile home park's existence.

See attached Continuation Sheet.

E. List of Attachments/Exhibits

- 8 1. Exhibit – Proposed Amendment Language. 2. Continuation Sheet. 3. Memorandum of Understanding

F. Signatures

9 Applicant Mark Levy

Applicant (2)

Date

Date

☐

Additional applicant signatures? X the box to the left and attach a separate signature page.

10 Representative
Signature

Date

DPZ Use Only		Amendment No.	
Notes			

Exhibit - Proposed Amendment Language

Zoning Regulations Section 103.A.132

Mobile Home Park, Transitional: A development limited to mobile home dwelling units developed and operating for a specified limited period which:

- a. Complies with the requirements of Section 127.2.E.5; and
- b. Adjoins or is within 50 feet of an existing nonconforming mobile home park ON THE DATE OF THE ISSUANCE OF THE FIRST USE AND OCCUPANCY PERMIT FOR A MOBILE HOME IN THE TRANSITIONAL MOBILE HOME PARK; and
- c. ~~Has all tenants within the development as lessees under one-year leases, only renewable for a maximum of ten years. Subject to the county's authorization of an extension of the lease term based on economic or other hardships.~~

Zoning Regulations Section 127.2.E.5

The following minimum provisions apply to mobile home parks which may be developed and operated for a limited period as described below, on land within the CE District and within 50 feet of existing non-conforming mobile home parks ON THE DATE OF THE ISSUANCE OF THE FIRST USE AND OCCUPANCY PERMIT FOR A MOBILE HOME IN THE TRANSITIONAL MOBILE HOME PARK.

...

Zoning Regulations Section 127.2.E.5.d

~~Any transitional mobile home park developed as provided in this section shall cease operation at the end of fifteen (15) years after the first use and occupancy permit is issued for a mobile home in the park. Prior to the end of the fifteenth year, either the county or the owner of the transitional mobile home park may request from the county council an extension of the initial fifteen-year period. Any extension of the initial fifteen-year period must be agreed to by both the county and the owner of the transitional mobile home park and shall establish the final date of operation of the transitional mobile home park.~~

Continuation Sheet

D. Explanation of the Basis / Justification for the Requested Zoning Regulation Amendment

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It was originally anticipated that Aladdin South would be a temporary development. Section 127.2.E.5.d of the Zoning Regulations was drafted in accordance with that belief, requiring that a transitional mobile home park cease its operations at the end of fifteen years after the first use and occupancy permit is issued for a mobile home in the park. Currently, however, the mobile home park has become an established and successful community. The purpose of this proposed regulations amendment is to ensure that current residents of Aladdin South will not be forced from their homes due to the imposition of an arbitrary time limitation on the mobile home park's existence.

Additionally, a major policy goal of PlanHoward 2030 is to provide affordable housing opportunities for low and moderate income residents. PlanHoward 2030, pp. 142-44. "While Howard County has innovative affordable housing programs that provide options for some households with incomes below the County median, many people who work in the County commute long distances to obtain more affordable housing elsewhere. Therefore, a focus on diverse and affordable housing will become increasingly more important." PlanHoward 2030, p. 136.

Pursuant to a recorded Memorandum of Understanding with the County attached as Exhibit 3, Aladdin South is supporting the County's moderate income housing policies. The mobile home park has received 39 moderate income housing units for the residential development known as the Elkridge Village Center. In order to ensure the continuation of these moderate income housing units at Aladdin South, the mobile home park should be permitted to continue indefinitely.

Aladdin South is an established and successful community, supporting the moderate income housing goals of the County. No reason exists to keep this mobile home park in a "temporary" status with an uncertain future. Instead, the residents of Aladdin South should be permitted to have security regarding the future of their homes.

When Recorded Return to:
Howard County Office of Law
3430 Courthouse Drive
Ellicott City, Maryland 21043

000164

MEMORANDUM OF UNDERSTANDING

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dl*
 August ~~May~~ THIS MEMORANDUM OF UNDERSTANDING is made as of this 17th day of ~~May~~, 2010, by and among **ALADDIN ROCK, LLC**, a Maryland limited liability company, **JESSUP ROCK, LLC**, a Maryland limited liability company, and **HOWARD COUNTY, MARYLAND**, a body corporate and politic of the State of Maryland (hereinafter the "**County**").

1. Aladdin Rock, LLC, Jessup Rock, LLC, and the County have entered into this Memorandum of Understanding in order to set forth certain agreements reached among the parties regarding the Moderate Income Housing Unit requirements of Howard County, Maryland for the proposed residential development known as the "Elkridge Village Center" (the "Property"), as more specifically shown on that certain Sketch Plan filed with the County as Sketch Plan #S-06-010 (hereinafter the "Plan"). Aladdin Rock, LLC is both the owner and Developer of said Property (hereinafter the "Developer").

2. In compliance with the Zoning Regulations, the Developer is required to include in its development a certain percentage of total units designated as Moderate Income Housing Units ("MIHU's") in accordance with the procedures established by the County in Section 13.400, *et seq.* of the Howard County Code (the "Act").

3. The County has reached certain agreements with the Developer wherein it has agreed to allow the Transitional Mobile Home Park known as "Aladdin South," identified as Route 1 Mobile Home Park and more particularly described on Exhibit A hereto ("Aladdin South"), to provide thirty-nine (39) of the required MIHU's for the Property, thereby reducing the required number of MIHU units at the Elkridge Village Center by 39, and increasing the market rate units for the Property by 39.

4. In transferring 39 MIHU units to Aladdin South, Developer and County agree to make the necessary changes in the Plan in order to reduce the required number of MIHUs by 39, and to increase the market rate units by 39.

5. Developer agrees that in exchange for the transfer allowance by the County of the thirty-nine (39) units to Aladdin South, it will take whatever measures are required in order to lawfully subject these units to the MIHU covenant requirement that gives the County assurance that the MIHU program

affordability restrictions as to these 39 units will be assured for perpetuity. This will require that the units being transferred and designated MIHU's at Aladdin South must have recorded MIHU covenants approved by the County that restrict their rental or resale only to eligible renters or buyers in accordance with the MIHU program. . The Owner reserves the right to provide either rental or for-sale MIHU's as permitted under the pertinent laws and regulations of Howard County, Maryland.

6. Jessup Rock, LLC, a Maryland limited liability company, as owner of the Transitional Mobile Home Park known as Aladdin South (the "Owner"), joins herein to evidence its agreement to receiving the thirty-nine (39) MIHU units from the Elkridge Village Center as hereinabove identified, and to execute such agreements and take such actions to receive the thirty-nine (39) MIHU's at Aladdin South, as MIHU units, pursuant to the Act.

7. Aladdin South is a Transitional Mobile Home Park as defined under Section 127.2.B.27 of the Howard County Zoning Regulations (the "Regulations"). At the time of this Agreement, the pads located and offered to park residents of Aladdin South are "rental-only." As a consequence, the County requires further assurance from the Developer and Owner, that at the end of the 15 year Transitional Mobile Home Park period for Aladdin South, if they have not obtained an extension approved by the Howard County Council of the 15 year transitional period, or, if any future extension is not approved by the Howard County Council, the owner of Aladdin South, or its successor as owner, will, with the prior written approval of the County, either (a) cause the MIHU units to become permanent at the location at Aladdin South, provided such is allowed under the applicable Regulations, (b) cause the thirty-nine (39) MIHU units being transferred under this Agreement to Aladdin South to be provided at another designated location in Howard County, Maryland, or (c) cause the thirty-nine (39) units being transferred to Aladdin South to shift to Village Towns Phase 3 B.

8. Pursuant to the Act, concurrent with the submission of the original final plat or original site development plan, as applicable, with respect to the development of each of the phases of the Property, Developer shall, among other things, submit an MIHU Agreement in the form prescribed by the County to the County's Department of Planning and Zoning for approval. The locations, descriptions, and specifications of said MIHUs throughout the Development shall be as set forth in the approved original final plat or original site development plan, as applicable, and MIHU agreement executed in connection with the development of each applicable phase. As phases of the Development are submitted for approval, the Developer will continue to abide by the Act and this Memorandum of Understanding and will provide the County with all supplemental information necessary to properly evaluate the Development's compliance with and construction under the Act and this Memorandum of Understanding.

9. **Specific Performance.** The Developer and the Owner hereby agree that the County shall have the right, among others, to enforce its rights under this Memorandum of Understanding through an action for specific performance.

10. **The Developer's Representations and Warranties.** The Developer represents and warrants that:

(a) **Authority.** The Developer has full power and authority to enter into this Memorandum of Understanding and to perform its obligations hereunder.

(b) **Litigation.** There are no suits, actions, hearings, violations, investigations, or other proceedings pending against the Developer before any court or governmental agency in any way relating to the Development other than those suits, actions, hearings, violations, investigations, or other proceedings set forth in the Certificate of Titled dated June 28, 2010, issued by Myles Title Company.

(c) **Bankruptcy.** The Developer is not the subject of any bankruptcy or insolvency proceedings at law or in equity or otherwise.

(ed) **Commitments Affecting the Development.** Except for homeowner or condominium association documents affecting the Development or portions thereof, the Developer has not made any offers, commitments or promises to any governmental authorities, adjoining or surrounding property owners, prospective purchasers or others that would in any manner be binding upon the County or interfere with the County's ability to enforce the covenants required by this Memorandum of Understanding.

(f) **Compliance with Laws.** The Developer has complied with all laws and regulations applicable to the Development.

11. **The Owner's Representations and Warranties.** The Owner represents and warrants that:

(a) **Authority.** The Owner has full power and authority to enter into this Memorandum of Understanding and to perform its obligations hereunder.

(b) **Litigation.** There are no suits, actions, hearings, violations, investigations, or other proceedings pending against the Owner before any court or governmental agency in any way relating to Aladdin South other than

those suits, actions, hearings, violations, investigations, or other proceedings set forth in the Certificate of Title dated July 2, 2010, issued by Myles Title Company.

(c) Losses Affecting MIHUs. There are no losses that will adversely affect the Owner's ability to provide the MIHUs on Aladdin South.

(d) Bankruptcy. The Owner is not the subject of any bankruptcy or insolvency proceedings at law or in equity or otherwise.

(e) Commitments Affecting the Property. Except for homeowner or condominium association documents affecting Aladdin South or portions thereof, the Owner has not made any offers, commitments or promises to any governmental authorities, adjoining or surrounding property owners, prospective purchasers or others that would in any manner be binding upon the County or interfere with the County's ability to enforce the covenants required by this Memorandum of Understanding.

(f) Compliance with Laws. The Owner has complied with all laws and regulations applicable to Aladdin South.

12. Amendment. This Memorandum of Understanding may not be amended without the written agreement of the parties.

13. No Waiver. Failure of any party to require performance by another of any of the terms of this Memorandum of Understanding shall not affect the party's right to enforce such term. Waiver of any term hereof shall not constitute waiver of any other term or breach hereof.

14. Successors and Assigns. This Memorandum of Understanding shall be binding upon and inure to the benefit of the successors and assigns of the respective parties.

15. Headings. The headings of this Memorandum of Understanding are for reference only and shall not be deemed to limit or define the meaning hereof.

16. Counterparts. This Memorandum of Understanding may be executed in counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

17. Time of the Essence. Time is of the essence in this Memorandum of Understanding.

18. Notices. All notices and other communications required under this Memorandum of Understanding shall be in writing and delivered or mailed, by

registered or certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

- (a) Communications to the County shall be mailed to:

Department of Housing and Community Development
6751 Gateway Drive
Columbia, Maryland 21046

With a copy to the County Solicitor at the following address:
County Solicitor
3430 Courthouse Drive
Ellicott City, Maryland 21043

- (b) Communications to the Developer shall be mailed to:

Mr. Mark Levy
C/O H&H Rock Companies
6800 Deerpath Road, Suite 100
Elkridge, Maryland 21075 .

With a copy to:

Richard B. Talkin, Esquire
Talkin & Oh LLP
5100 Dorsey Hall Road
Ellicott City, Maryland 21042

- (c) Communications to the Owner shall be mailed to:

Mr. Mark Levy
C/O H&H Rock Companies
6800 Deerpath Road, Suite 100
Elkridge, Maryland 21075

With a copy to:

Richard B. Talkin, Esquire
Talkin & Oh LLP
5100 Dorsey Hall Road
Ellicott City, Maryland 21042

19. **Conflicts of Interest.** The persons signing on behalf of the Developer certify that they understand the provisions of Section 901(a) of the Howard County Charter and Section 22.204 of the Howard County Code dealing with conflicts of interest.

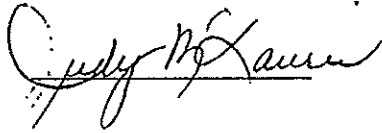
20. **Governing Law.** This Memorandum of Understanding shall be construed in accordance with the laws of the State of Maryland.

21. **Recitals.** The Recitals set forth above are hereby incorporated into the body of this Memorandum of Understanding as if fully restated herein.

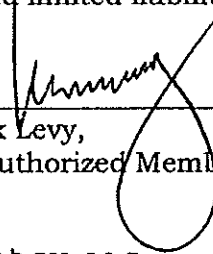
[SIGNATURES FOLLOW ON Pgs. 7, 8 and 9]

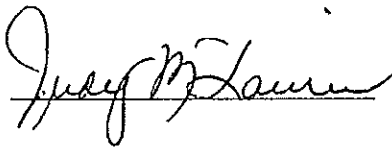
THE PARTIES HERETO place their signatures and seals evidencing their consent to the agreements as outlined in this Memorandum of Understanding.

WITNESS/ATTEST:

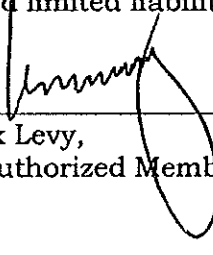


ALADDIN ROCK, LLC
a Maryland limited liability company

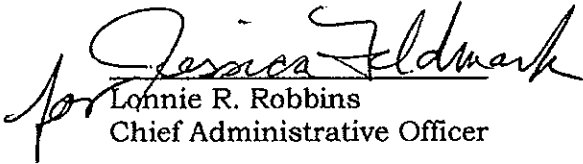
By:  (SEAL)
Mark Levy,
its Authorized Member

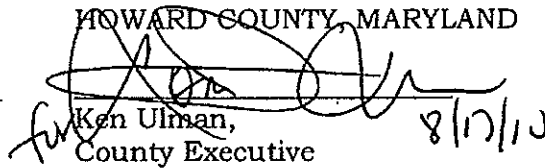


JESSUP ROCK, LLC
a Maryland limited liability company


By:  (SEAL)
Mark Levy,
its Authorized Member

ATTEST:



Lonnie R. Robbins
Chief Administrative Officer

HOWARD COUNTY, MARYLAND

Ken Ulman,
County Executive 8/17/10

APPROVED:

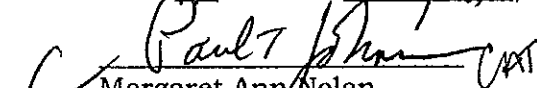

Stacy L. Spann Director
Department of Housing and Community Development

APPROVED:


Marsha S. McLaughlin, Director
Department of Planning and Zoning

APPROVED FOR FORM AND LEGAL SUFFICIENCY

THIS 17th DAY OF August, 2010


Margaret Ann Nolan,
County Solicitor

Acknowledge and Consent

The Lender hereby acknowledge and consent to the provisions of the foregoing Agreement with respect to the obligations of **Aladdin Rock, LLC** and in accordance with the corporate documents of **Farmers & Mechanics Bank**, the undersigned is duly authorized to execute this consent.

Farmers & Mechanics Bank

By: SEE BELOW (SEAL)
 Name:
 Title:

Acknowledge and Consent

The Lender hereby acknowledge and consent to the provisions of the foregoing Agreement with respect to the obligations of **Aladdin Rock, LLC** and in accordance with the corporate documents of **Citizens National Bank**, the undersigned is duly authorized to execute this consent.

Citizens National Bank

By: SEE BELOW (SEAL)
 Name:
 Title:

Acknowledge and Consent

The Lender hereby acknowledge and consent to the provisions of the foregoing Agreement with respect to the obligations of **Aladdin Rock, LLC** and in accordance with the corporate documents of **PNC Bank**, the undersigned is duly authorized to execute this consent.

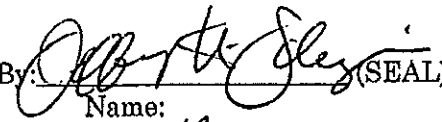
PNC Bank, as successor and assigns to
 Citizens National Bank and Farmers & Mechanics Bank

By: Richard H. Ohnmacht (SEAL)
 Name: RICHARD H. OHNMACHT
 Title: EXECUTIVE VICE PRESIDENT

Acknowledge and Consent

Paragon Construction Incorporated hereby acknowledge and consent to the provisions of the foregoing Agreement with respect to the obligations of Aladdin Rock, LLC and in accordance with the corporate documents of Paragon Construction Incorporated, the undersigned is duly authorized to execute this consent.

Paragon Construction Incorporated

By:  (SEAL)
Name:
Title: Pres.

OWNER AFFIDAVIT

County: Howard County

In the State of Maryland, County of Howard, RICHARD H. OHNMACHT, being duly sworn, deposes and says that he is Executive Vice President of PNC BANK, NATIONAL ASSOCIATION ("PNC") and that he has full and official knowledge of all the debts and obligations PNC has entered into and agreements it has become a part of; and, acting in his official capacity, and for the specific purpose of consenting to the terms and conditions of that certain Memorandum and Understanding, dated August 17, 2010, by and among Aladdin Rock, LLC, a Maryland limited liability company, Jessup Rock, LLC, a Maryland limited liability company and Howard County, Maryland, a body corporate and politic of the State of Maryland, further deposes and says that on or about March 2, 2007, PNC acquired Citizens National Bank and on or about March 2, 2007, PNC acquired Farmers and Mechanics Bank (collectively the "Banks"). At such time, PNC assumed responsibility for all contracts and agreements involving the Banks, and therefore, executes all contracts and agreements involving the Banks as their successors and assigns.

In witness whereof he has hereto set his hand and seal.

PNC BANK, NATIONAL ASSOCIATION
By: [Signature] (SEAL)
Richard H. Ohnmacht
Executive Vice President

I, Krystal Morgan, a Notary Public of Anne Arundel County and the State of Maryland aforesaid, hereby certify that Richard H. Ohnmacht, Executive Vice President of PNC, personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn deposes and says that the facts set forth in the above affidavit are true and correct.

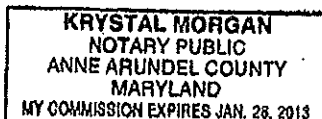
Witness my hand and official seal this 17th day of August, 2010.

(SEAL)

[Signature]
Notary Public

My Commission expires:

Jan / 26 / 2013



Acknowledgement and Consent

By virtue of a Substitute Trustees' Deed dated August 17, 2010, and recorded among the Land Records of Howard County at Liber 12638, folio 179, the undersigned Atapco Howard Square I Business Trust ("Trust") is the owner of the Property described in the foregoing Agreement. The Trust hereby acknowledges and consents to the provisions of the foregoing Agreement with respect to the obligations of Aladdin Rock, LLC as owner of the Property, and, in accordance with the trust documents of Atapco Howard Square I Business Trust, the undersigned is duly authorized to execute this consent.

ATAPCO HOWARD SQUARE I
BUSINESS TRUST

By: Atapco Howard Square Trustee LLC,
its Trustee

By: [Signature]
Name: ROBERT G. AARON
Title: PRESIDENT

TRF. EQ. SURE. &	20.00
RECORDING FEE	13.00
TOTAL	33.00
REST. HOBS	RCPT # 48850
MR. CCA	Bk # 2316
SEP 23 2010	02:40 PM

STATE OF MARYLAND)

) SS

CITY OF BALTIMORE)

I HEREBY CERTIFY that on the 21st day of September, 2010, before the subscriber, a Notary Public in and for the above jurisdiction, personally appeared Robert G. Aaron who has satisfactorily been proven to be the person whose name is subscribed to the above Acknowledgement and Consent, who acknowledged himself to be the President of Atapco Howard Square Trustee LLC, trustee of Atapco Howard Square I Business Trust, a Maryland business trust, and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lara F. Bajema

Notary Public

My Commission expires: October 6, 2011

